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10/29/1999 01:42 PM 113.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: RDJ, DEPUTY - WI 47 P.

WHEN RECORDED MAIL TO:  
Questar Regulated Services Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360

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## EASEMENT GRANT AND ENCROACHMENT AGREEMENT

UTAH POWER & LIGHT COMPANY, a Division of PacifiCorp, an Oregon Corporation, aka PacifiCorp, an Oregon Corporation, dba Utah Power & Light (successor in interest by merger to Utah Power & Light Company, a Utah Corporation) hereinafter called "UP&L" and Questar Gas Company, a corporation organized and existing under the laws of the State of Utah, whose principal place of business is located in Salt Lake City, Utah, hereinafter called "Questar", mutually agree that the following terms and conditions shall govern Questar's location and use of UP&L's transmission line corridor for a natural gas transmission pipeline located in Salt Lake and Utah counties, State of Utah;

WHEREAS, Questar is a public utility regulated by the Public Service Commission of Utah which is extending its service within the state;

WHEREAS, Questar's pipeline will be located, in part, within rights-of-ways and easements previously acquired and used at the present time by UP&L for an electric transmission corridor as more particularly described in Exhibit "A", and, in some areas, may cross property owned in fee by UP&L, as more particularly described in Exhibit "B." Said Exhibits "A" and "B" are herein collectively referred to as the "Corridor";

WHEREAS, UP&L has expressed certain technical, operational and location concerns to Questar with regard to the protection of UP&L's present and future facilities within the Corridor;

WHEREAS, UP&L is willing, under certain terms and conditions, to grant to Questar an easement and right-of-way across fee owned properties and to allow Questar to encroach upon its previously acquired UP&L easements, at locations within the Corridor mutually agreed to by both parties as shown on Exhibit "C" attached hereto, to construct, install, operate, maintain, repair, protect, inspect, reinstall, remove and replace (all of such verbs are hereinafter referred to together as "Construct and Operate," and such actions as "Construction and Operation"), a natural gas pipeline including certain appurtenant equipment and structures along and within the Corridor. Questar's facilities within the Corridor include its pipeline and appurtenances including but not limited to, valves, metering equipment, electrical cable, communications cable, cathodic protection equipment and access roads, collectively referred to as "Questar Facilities." UP&L's facilities include electric transmission and distribution lines, communications circuits, fiber optic cable, within

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the Corridor, with associated facilities, control buildings, poles, towers, structures with the necessary braces, guys, anchors, cables, conduits, conductors, wires, manholes, transformers, stubs, cross arms and other fixtures, devices and appurtenances affixed thereto, for the support of said lines and circuits and used or useful in connection therewith, both overhead and underground, plus access roads and are hereinafter referred to as "UP&L Facilities."

WHEREAS, the parties now desire to enter into this Agreement governing the location, Construction and Operation of the Questar Facilities within the Corridor.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

UP&L hereby agrees to allow and Questar hereby agrees to Construct and Operate the Questar Facilities within the Corridor in accordance with the following terms and conditions:

#### **QUESTAR'S ENCROACHMENT UPON UP&L EASEMENTS**

With respect to those easements described in Exhibit "A":

1-A. Questar shall acquire all rights-of-way, easements, licenses, and permits across all lands within the Corridor which are necessary to authorize Construction and Operation of the Questar Facilities.

1-B. Questar shall be responsible for ownership and title research, drafting services, landowner negotiations and contract recordation which may be necessary in acquiring its rights-of-way and permits to allow for installation of the Questar Facilities.

#### **SUBORDINATION OF RIGHTS**

With respect to those lands and easements described in Exhibits "A" and "B" (Corridor):

2-A. Questar, its servants, employees, agents, contractors and/or subcontractors, shall have the right to enter upon the Corridor for the sole purpose of Constructing and Operating the Questar Facilities; provided, however, that such access shall not unreasonably interfere with or disrupt, except as set forth herein, the operations conducted by UP&L, and shall cause only that temporary disturbance and inconvenience to UP&L's lessees reasonably required for Questar's construction (on UP&L's fee title land). Questar shall compensate UP&L's lessees for all damages to lessees, such as damages to growing crops, pastures, fences, livestock and/or other real or personal property improvements caused by the Construction and Operation of the Questar Facilities.

2-B. Questar understands and agrees this Agreement shall extend only to the construction of one (1) twelve inch (12") diameter natural gas pipeline and appurtenant facilities or equipment including but not limited to that which may be required to Construct and Operate the Questar Facilities.

2-C. Questar understands and agrees that UP&L shall have the right to make agreements for other non-exclusive occupations of the Corridor location by one or more other person(s) or entity, provided, however, that any such subsequent occupations of Questar's easement or encroachment shall not unreasonably interfere with Questar's rights as set forth herein.

### **PERMIT ACQUISITION**

3-A. Questar, at its sole cost and expense, shall (1) secure and maintain in effect all applicable federal, state, and local permits and licenses required for the construction, operation and maintenance of the Questar Facilities; and (2) indemnify UP&L against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure, or to comply with such permits or licenses.

### **CONSTRUCTION AND OPERATION**

4-A. Questar shall locate the Questar Facilities in accordance with the location and pre-construction drawings set forth in Exhibit "C," which includes crossing drawings.

4-B. Questar understands that UP&L may, in the future, construct additional facilities within the Corridor or maintain or upgrade existing facilities and that to do so UP&L equipment, with weights in excess of 20,000 pounds per axle (including wire pullers which could weigh approximately 100,000 pounds) may travel over, across or be parked upon the pipeline during such construction or maintenance. Questar agrees to bury the pipeline to a sufficient depth such that equipment working on the surface over the Questar pipeline will not interfere with or damage the Questar Facilities. The provisions of this paragraph do not apply to those locations where there is no reasonable likelihood that UP&L's equipment will cross the Questar Facilities as agreed to by UP&L and identified in the drawings provided in Exhibit "C."

4-C. The pipeline shall be buried during initial construction no less than sixty (60) inches below the existing surface grade. A two (2) foot minimum vertical separation distance is required for all existing and future underground facilities. A five foot minimum horizontal distance is required for all existing and future underground facilities. At locations where due to underground conditions, such a burial depth is impractical, the above minimum burial depths will not be required except that a two (2) foot minimum vertical separation distance must be maintained with all underground facilities. In any event, Questar's pipeline design and construction shall accommodate the vehicle weights above mentioned where applicable.

4-D. Questar agrees that no construction shall occur within the Corridor until UP&L has approved the final location, which approval shall not be unreasonably withheld. UP&L shall be allowed five (5) working days to approve or disapprove Questar's final location drawings. (Said approval time may be extended or shortened by agreement of both parties.)

4-E. Prior to construction of the Questar Facilities within the Corridor, Questar shall, at its sole expense, accurately stake the pipeline centerline, so that UP&L may review such location. No changes in the pre-approved location of the pipeline within the Corridor may be made without prior approval of UP&L and Questar.

4-F. Questar shall furnish to UP&L a proposed schedule of initial construction (the "Construction Schedule"), for each portion of the Corridor to be utilized for the Questar Facilities. The Construction Schedule shall be used by the parties for purposes of coordinating personnel and shall be amended from time to time by Questar to reflect any and all schedule changes, in which event such changes shall be provided to UP&L.

4-G. UP&L shall have the right to provide an Inspector or Inspectors, if deemed necessary by UP&L to be on-site during the Construction of the Questar Facilities within the Corridor. Such Inspector(s) shall be required to read and abide by Questar's Safety Philosophy and Construction Safety Guidelines. The Inspector(s) shall have the responsibility to ensure that the Questar Facilities are located as agreed upon and in such a manner that the integrity of UP&L Facilities will not be compromised. The primary purpose of the UP&L inspector is to safeguard UP&L Facilities. Questar or its contractor is responsible for construction of its pipeline facilities and associated safety of both construction personnel and the public. The UP&L Inspector(s) shall have a direct line of communication with Questar's Chief Inspector.

The Inspector(s) will also ensure compliance with Questar's Construction Plan and conformity with UP&L's requirements. Questar shall provide 48 hours notice to UP&L's Property Management Department at 1407 West North Temple, Salt Lake City, Utah 84140, , telephone: (801)220-4174 before commencement of initial construction within the Corridor.

Questar agrees to reimburse UP&L for all reasonable and direct costs of performing inspections, not to exceed \$10,000. Questar shall also pay for all reasonable inspection costs that exceed \$10,000 provided that prior notice of such costs is given by UP&L. The costs provided in this Section 4-F will be invoiced and will be paid to UP&L within thirty (30) days of invoicing. UP&L's inspections pursuant to this Section 4 are performed solely for purposes of evaluating Questar's compliance with this agreement and shall in no way be construed as having inspected Questar's construction, design, or any other operations performed in the construction of the Questar Facilities, nor shall UP&L's inspections or failure to perform an inspection be deemed as a waiver of any provision of this agreement or the requirements of the National Electric Safety Code ("NESC") or other applicable codes and standards.

4-H. Within 30 days of the execution of this agreement, Questar shall perform, at its expense, technical studies designed to demonstrate that the integrity of UP&L Facilities (including power line structures, anchors, underground cables, etc.) will not be damaged. Such studies will consider: (1) the preliminary design of the corrosion protection system on UP&L Facilities, (2) a description of corrosion mitigation measures to protect UP&L Facilities, and (3) a report detailing methods to be used to identify future corrosion interference problems and the procedures to resolve the interference attributed to the pipeline system. Questar agrees to take all reasonable precautions in the Construction and Operation of the Questar Facilities to prevent corrosion, damage or destruction of UP&L Facilities because of such Construction and Operation.

Questar acknowledges that the construction activities to be performed pursuant to this agreement will be performed within close proximity to high voltage overhead electric transmission lines and further acknowledges that arcing may occur between such lines and equipment or other objects if safe distances from such lines are not maintained. Prior to construction, Questar shall ensure that safety procedures are developed for the construction of the pipeline in proximity to UP&L electrical facilities to protect the public, UP&L employees, Questar employees and Questar contractors. As a minimum such standards shall include the guidelines and standards set forth in or by the NESC, OSHA, Utah OSHA and any other applicable federal, state, or local law. These safety procedures shall also cover the period until Questar finalizes its safety procedures as set forth below.

Questar shall, if it deems necessary, complete induced and conductive voltage studies for normal and fault conditions within six months from the initiation of construction. These studies shall include appropriate mitigation measures as determined by Questar. Questar will also install any mitigation which it determines to be appropriate within one year from the completion of construction. Within one year from the completion of construction, Questar shall finalize its safety procedures for the areas in proximity to UP&L Facilities based upon the completion of design and mitigation studies. Questar will be responsible for all damage to the Questar Facilities, or equipment used by Questar in Construction and Operation, from inductive or conductive coupling of electrical energy or direct contact with electrical conductors provided, however, UP&L shall be responsible for such damage arising from conductive coupling of electrical energy or direct contact with electrical conductors to the extent caused by UP&L's sole negligence.

UP&L shall consult and assist Questar in determining the scope of the corrosion studies which must be completed and mitigated to UP&L's satisfaction. A complete study of the corrosion protection system shall be finished and mitigation satisfactorily installed within one year from the completion of pipeline construction. As requested by Questar, UP&L shall also provide any assistance on any such studies. This assistance shall not make UP&L liable for pipeline study results or the determination of mitigation or safety procedures which is Questar's responsibility.

4-I. In the event UP&L builds additional facilities or significantly changes the operating characteristics or voltage of existing facilities or Questar significantly changes the electrical behavior of its pipeline and corrosion system, Questar agrees to study its corrosion protection system to address potential interference problems with UP&L Facilities and to perform inductive and conductive electrical studies for normal and fault conditions as deemed necessary by Questar or as requested by UP&L. If interference is found or other safety problems are discovered, remedial action will immediately be taken by Questar. Questar shall comply with all applicable Department of Transportation standards and regulations.

4-J. Questar and UP&L agree to Construct and Operate their respective Facilities in a good and workmanlike manner, in conformity with all applicable engineering design, safety and other statutes, laws, ordinances, regulations, rules, codes, orders, or specifications of any public body or authority having jurisdiction over the Questar and UP&L Facilities or pipeline and electric transmission line operations.

Questar agrees to restore all disturbed lands on the Corridor to its original grade and within a twelve (12) month time period following the completion of initial construction activities, to restore all disturbed lands to a condition, as near as practical, to that which existed prior to construction. Restoration shall include, where necessary, final grading, reseeded, installation of erosion control structures and fence repair.

4-K. Blow-off locations associated with valve sites will be located a minimum of 200 feet from the conductors on UP&L's existing 345 kV transmission line, unless otherwise first agreed upon.

4-L. Questar agrees to provide to UP&L an as-built survey of the locations of the Questar Facilities within one year from the completion date. The as-built survey shall also indicate offsets from UP&L's existing transmission towers and locations where, due to ground conditions, the pipeline is buried less than the minimum sixty inch (60") requirement.

4-M. In their co-occupancy of the Corridor, it is the intent of the parties to notify each other promptly to disclose proposed repairs, construction, actual or impending damage, encroachments by third parties and any other matters known by one party that are reasonably necessary information to the other concerning its pipeline or electric facilities.

## **ENVIRONMENTAL PROTECTION**

5-A. Questar agrees to conduct all Construction and Operation activities in substantial conformance with all applicable federal, state and municipal environmental protection laws and regulations. All Construction and Operation activities shall be conducted in such a manner that will minimize the possibility that air, surface or underground waterways and/or subsoil could be contaminated or polluted, or that other undesirable and deleterious effects might result from

performance of said activities within or adjacent to the Corridor. During construction Questar shall maintain and control dust so it does not contaminate insulators.

5-B. Questar agrees to occupy the Corridor "as is." As additional consideration to UP&L, Questar hereby (1) releases UP&L from any claims it may have against UP&L relating to the condition of the premises; and (2) agrees to indemnify, hold harmless and defend UP&L against all claims, suits, loss or damage made against or incurred by UP&L, arising from or incurred in connection with any claim by a third-party or governmental agency against UP&L concerning the environmental condition or cleanup of the premises arising from the construction of the Questar Facilities or as a direct result of the pipeline installation or maintenance activities.

### **FUTURE UP&L FACILITIES**

6- A. Questar understands that UP&L may construct additional facilities within the Corridor, and UP&L acknowledges that Questar's pipeline has been located to avoid all reasonably foreseeable conflicts with such future UP&L facilities. Questar further understands that potential conflicts could occur in those portions of the Corridor where the Questar pipeline transitions from one parallel offset location (i.e., 40', 105' or 190' from the existing UP&L 345 kV transmission line) to a second parallel offset location. In the event that Questar's pipeline does conflict, obstruct or prevent the installation of any UP&L facility within such transitional areas, UP&L and Questar shall work cooperatively to consider all reasonable engineering alternatives, including relocation of the pipeline and/or relocation or redesign of UP&L's new facilities to resolve the conflict. Any additional costs made necessary by relocation or redesign of either party's facilities within the transitional areas shall be Questar's sole responsibility; provided, however, that Questar shall have no liability for such additional cost where the pipeline is located in parallel offset positions at approximately 40', 105' and 190' from the existing UP&L 345 kV transmission line.

### **LIMITATION OF DAMAGES AND INDEMNIFICATION**

7-A. Incidental and Consequential Damages. Liability for incidental and consequential damages will be limited to \$1,500,000 per occurrence; provided, however, that in the event the governmental rate-setting authority has jurisdiction over the party claiming incidental or consequential damages permits such party to recover all or part of such incidental or consequential damages in the rates for its services, then the liability of the other party for incidental and consequential damages will be further limited to exclude such permitted recovery. The party claiming damages shall seek such rate recovery in good faith, but shall not be obliged to make any filing outside of the ordinary course of its standard practices and procedures for obtaining regulatory rate relief.

7-B. Questar's Indemnification. Questar agrees to indemnify Utah Power & Light Company, PacifiCorp, and their officers, directors, employees, agents, representatives, and

contractors (collectively "UP&L Indemnitees") from all claims of UP&L and/or any other person or entity arising from injuries, death or damage to property incurred in connection with or incidental to the construction and operation of the Questar Facilities. Such indemnification obligations of Questar will apply even if Questar or others are immune from suit or even if the UP&L Indemnitees are the only defendants or are the only parties charged with negligence in a legal action. However, such indemnification obligations of Questar will be reduced in proportion to the pro rata contribution for the wilful misconduct or strict liability, if any, of the UP&L Indemnitees that caused, in whole or in part, the injury, death or damage. Nothing in this Agreement will be construed as meaning that Questar is agreeing to indemnify the UP&L Indemnitees for the UP&L Indemnitees' sole negligence, willful misconduct or strict liability. Questar expressly waives workers compensation immunity for claims made by the UP&L Indemnitees against Questar arising from injuries or death covered by this indemnification. The UP&L Indemnitees will defend themselves if not defended by Questar's insurers, but this indemnification includes the reimbursement of reasonable defense costs, including court costs and attorney's fees, of the UP&L Indemnitees in litigation.

7-C. UP&L's Indemnification. UP&L agrees to indemnify Questar and its officers, directors, employees, agents, representatives, and contractors (collectively "Questar Indemnitees") from all claims of Questar and/or any other person or entity arising from injuries, death or damage to property incurred in connection with or incidental to the Construction and Operation of UP&L Facilities. Such indemnification obligations of UP&L will apply even if UP&L or others are immune from suit or even if the Questar Indemnitees are the only defendants or are the only parties charged with negligence in a legal action. However, such indemnification obligations of UP&L will be reduced in proportion to the pro rata contribution of the negligence, willful misconduct or strict liability, if any, of the Questar Indemnitees that caused, in whole or in part, the injury, death or damage. Nothing in this Agreement will be construed as meaning that UP&L is agreeing to indemnify the Questar Indemnitees for the Questar Indemnitees' own negligence, willful misconduct or strict liability. UP&L expressly waives workers compensation immunity for claims made by the Questar Indemnitees against UP&L arising from injuries or death covered by this indemnification. The Questar Indemnitees will defend themselves, if not defended by UP&L's insurers, but this indemnification includes the reimbursement of reasonable defense costs of the Questar Indemnitees in litigation.

#### **ASSIGNMENT OF RIGHTS TO THIRD PARTIES**

8-A. This Agreement shall not be assigned either in whole or in part to third parties without the prior written consent of UP&L and Questar, which consent shall not be unreasonably withheld, except that Questar or UP&L may assign this entire Agreement to its affiliated companies and this Agreement shall be binding on the parties successors in interest.

#### **AUDIT RIGHTS**

9-A. To the extent either party to this Agreement is obligated to compensate the other party,



its agents, or contractors for taxes, claims, damages, liability or for any work performed on the basis of incremental cost, actual cost, or any "cost-plus" arrangement, the compensated party, its agents, or contractor shall keep accurate books and records, and will readily disclose the basis for all charges and credits billed or due the compensating party in connection with the calculations or amounts due on account thereof, and upon reasonable prior notice shall make such books and records available for examination and audit by the compensating party and its representatives prior to, and for a period of two years after, receipt of final payment under this Agreement.

### **TAXES**

10-A. Questar agrees to pay for all taxes attributable to any improvement and additions placed and maintained on the Corridor by Questar. Questar shall render and pay all taxes assessed by reason of its use of the Questar Facilities or operations in connection therewith. Questar will be permitted, at its sole cost and expense, to protest any tax assessment that is attributable to said improvements or additions.

### **LIENS**

11-A. Questar shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the UP&L Facilities, fee owned property, or other property and property rights held by UP&L, and should any such lien be created or filed, Questar at its sole cost and expense, shall liquidate and discharge the same in full within forty-five (45) days after receipt of notice of the filing thereof, or provide a bond in the amount of such lien. After obtaining satisfactory surety as to such lien amount, Questar may litigate and contest such lien fully.

11-B. UP&L shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the Questar Facilities, and should any such lien be created or filed, UP&L at its sole cost and expense, shall liquidate the same in full within forty-five (45) days after receipt of notice of the filing thereof, or provide a bond in the amount of such lien. After obtaining satisfactory security as to such lien amount, UP&L may litigate and contest such lien fully.

### **GOVERNING LAW AND JURISDICTION**

12-A. This Agreement and the rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of the state of Utah.

12-B. In the event that any controversy, claim, or dispute of any kind arises between the parties hereto which cannot be resolved without litigation, then the United States District Court for the District of Utah, in Salt Lake City, Utah shall have exclusive jurisdiction.

12-C. If, for any reason, the United States District Court for the District of Utah does not have jurisdiction, then the Third Judicial District Court, in and for Salt Lake County, State of Utah,

shall have exclusive jurisdiction.

## HEADINGS

13-A. The provisions headings used in this Agreement are intended for reference purposes only, and have no substantive effect upon the terms of this Agreement.

## TERM AND TERMINATION

14-A. The provisions of this Agreement shall remain in effect as to the rights and obligations of each party until the termination hereof. Termination of the Agreement shall be by written agreement between the parties, except that in the event of breach of this Agreement, the non-breaching party shall give written notice of such breach, and if such breach is not cured within ninety (90) days after receipt of said notice, the non-breaching party shall have the right to terminate this Agreement upon ten (10) days written notice to the other party, provided that such breach cannot be cured within such ninety (90) days period, the breaching party shall not be in breach if it commences and diligently pursues such cure within such ninety (90 day) period. In the event Questar abandons or ceases to use the Questar Facilities for more than two consecutive years, this agreement shall terminate thirty (30) days thereafter. Questar shall have a reasonable time thereafter to remove the Questar Facilities and restore the land as near as possible to its condition prior to Questar's entry thereon; or with UP&L's approval may leave all or a portion of the Questar Facilities in place and relinquish all right, title, and interest to such facilities to UP&L. In the event Questar should leave its facilities in place, Questar shall nevertheless continue to indemnify UP&L as provided herein as to those facilities left in place.

## COMPLETE AGREEMENT

15-A. This Agreement sets forth the entire agreement and understanding between the parties hereto, and merges all prior discussion concerning the same between them except for the terms, and provisions of the other agreements referred to herein; right-of-way and easement documents. Neither of the parties hereto shall be bound by any conditions, definitions, warranties, or representations with respect to this Agreement, other than those which are expressly provided herein. This Agreement shall not be amended except by an instrument in writing and signed by both parties hereto.

## NOTICES

16-A. Unless otherwise provided herein, any written notices required by this Agreement shall be delivered personally or sent by mail to the respective addresses set forth below unless a different address is given by written notice:

UTAH POWER & LIGHT COMPANY  
Attn: Property Management Department  
1407 West North Temple  
Salt Lake City, Utah 84140

QUESTAR GAS REGULATED SERVICES  
Attn: Right-of-Way Department  
P.O. Box 45360  
Salt Lake City, Utah 84145-0360

EXECUTED this 18<sup>th</sup> day of August 1999.

Approved: \_\_\_\_\_  
Legal: clb  
\_\_\_\_\_

QUESTAR GAS COMPANY  
By: G. W. DeBernardi  
G. W. DeBernardi

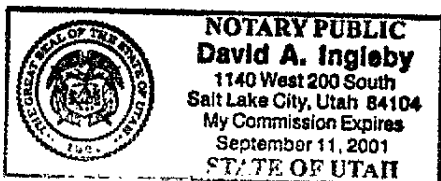
Its: Vice President, Technical Support

UTAH POWER & LIGHT COMPANY  
By: William R. Patton  
Its: asst. Vice President - operation support

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah  
County of Salt Lake )  
 )ss.

This instrument was acknowledged before me on this 18<sup>th</sup> day of August, 19 99,  
by G. W. De Berardi, as Vice President Technical Support of  
Questar Gas Company.

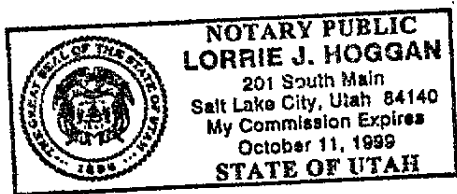


David A. Ingleby  
Notary Public  
My commission expires: September 11, 2001

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Utah  
County of Salt Lake )  
 )ss.

This instrument was acknowledged before me on this 18<sup>th</sup> day of August, 19 99,  
by William L. Patterson, as Assistant Vice President of  
PacifiCorp.



Lorrie J. Hoggan  
Notary Public  
My commission expires: 10-11-99

EXHIBIT "A"

QUESTAR GAS COMPANY EASEMENT DESCRIPTIONS  
ENCROACHING ON UTAH POWER & LIGHT EASEMENTS

Easements located in Section 2, Township 3 South, Range 2 West and in Sections 35, 26 and 23, Township 2 South, Range 2 West, Salt Lake Base and Meridian;

Beginning at a point located on Grantors North property line, South 35.06 feet and West 1,333.59 feet from the East 1/4 corner of said Section 2; thence South 50°46'56" West, 371.75 feet, to Grantors West Property Line; thence North 00°01'00" West, 38.71 feet; thence North 50°46'56" East, 310.88 feet to Grantors North Property Line; thence South 89°44'03" East, 47.18 feet to the point of beginning.

Beginning at a point located on Grantors' North property line, said point North 6.07 feet and West 1283.19 feet from the East Quarter corner of said Section 2, thence North 89°43'45" West 47.17 feet, thence South 50°46'56" West 65.05 feet to Grantors' South property line, thence \*89°44'03" East 47.18 feet, thence North 50°46'56" East 65.05 feet to the point of beginning.



\* SOUTH

Beginning at a point located on Grantor's South property line, North 6.07 feet and West 1283.19 feet from the East Quarter corner of said Section 2; thence North 89°43'45" West 47.17 feet, thence North 50°46'56" East 26.36 feet, thence North 00°18'03" East 1023.56 feet, thence North 44°42'22" West 62.11 feet, thence South 89°59'00" West 65.94 feet to Grantor's West property line, thence North 00°01'00" West 30.00 feet along said property line, thence North 89°59'00" East 78.46 feet, thence South 44°42'22" East 87.06 feet, thence South 00°18'03" West 1050.13 feet, thence South 50°46'56" West 4.10 feet to the point of beginning.

Beginning at a point located on the North property line of the new Bingham Highway (Highway 48), said point South 1,383.14 feet and West 1,488.19 feet from the Northeast corner of said Section 2; thence North 31°46'19" West, 42.24 feet; thence North 44°42'24" West, 78.42 feet to Grantor's West property line; thence South 00°04'24" West, 42.59 feet; thence South 44°42'24" East, 44.78 feet; thence South 31°46'19" East, 38.82 feet to the North property line of the new Bingham Highway; thence North 58°16'46" East, 30.00 feet along said property line to the point of beginning.

Beginning at a point located on the South property line of 7800 South Street and the West Right of Way line of an existing Kern River Right of Way, said point South 32.67 feet and East 814.37 feet from the North quarter corner of said Section 35; thence South 00°07'19" East, 2,563.88 feet along the West boundary of an existing 50 foot Kern River Right of Way (Kern River bearing South 00°19'50" West due to a different basis of bearing) to Grantors South property line; thence North 89°52'41" East, 30.00 feet along Grantor's South property line; thence North 00°07'19" West 2,563.88 feet to the South property

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line of 7800 South Street; thence South  $89^{\circ}52'41''$  West, 30.00 feet to the point of beginning.

Beginning at a point located on the North boundary line of 7800 South Street, North 32.24 feet and West 1,853.93 feet from the Southeast corner of said Section 26; thence North  $00^{\circ}19'50''$  East, 2,617.85 feet to the North boundary the Southeast Quarter of said Section 26; thence South  $89^{\circ}40'10''$  East, 30.00 feet; thence South  $00^{\circ}19'50''$  West, 2,617.85 feet to the North boundary line of 7800 South Street; thence North  $89^{\circ}40'10''$  West, 30.00 feet to the point of beginning.

Beginning at a point located at the Southwest corner of Grantors property, North 650.59 feet and West 1,774.48 feet from the Southeast corner of said Section 23; thence North  $00^{\circ}41'36''$  West, 491.00 feet to the South Property line of Discovery Drive; thence on a curve to the right with a radius of 303.45 feet and a central angle of  $05^{\circ}40'48''$  for a distance of 30.07 feet, (chord bears South  $87^{\circ}09'38''$  East, 30.06 feet); thence South  $00^{\circ}41'36''$  East, 487.44 feet to the South boundary line of "The Bluffs at Oquirrh #1 Sub."; thence South  $86^{\circ}03'19''$  West, 30.05 feet to the point of beginning.

exhibita.daryn

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EXHIBIT "B"

QUESTAR GAS COMPANY EASEMENT DESCRIPTIONS  
CROSSING UTAH POWER & LIGHT FEE OWNED PROPERTY

Land of the Grantor located in Sections 23, 26 and 35, Township 2 South, Range 2 West and Sections 2 and 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

Beginning at a point located on Grantor's West property line; South 89°39'30" East, 784.10 feet from the South Quarter corner of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°01'00" East, 1,042.50 feet; thence South 44°42'24" East, 426.58 feet to Grantor's East property line; thence North 00°01'00" West, 42.66 feet; thence North 44°42'24" West, 383.92 feet; thence North 00°01'00" West, 3,626.94 feet to Grantor's North property line; thence North 89°50'30" West, 30.00 feet; thence South 00°01'00" East, 2,596.86 feet to the point of beginning.

Also, beginning at a point located on Grantor's West property line; North 831.55 feet and West 1,868.84 feet from the Southeast corner of Section 2, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°01'00" West, 1,366.08 feet; thence North 50°46'56" East, 322.60 feet to Grantor's East property line; thence South 00°01'00" East, 38.71 feet; thence South 50°46'56" West, 283.90 feet; thence South 00°01'00" East, 1,351.87 feet to the North property line of Dannon Way ( a 60 foot street); thence North 89°57'00" West, 30.00 feet to the point of beginning.

Also, beginning at a point located on Grantor's West property line; West 1,771.40 feet from the East Quarter corner of Section 23, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 2,008.22 feet; thence East 225.10 feet; thence North 606.56 feet to the South property line of 6200 South Street; thence East 30.00 feet to Grantor's East property line; thence South 636.56 feet; thence West 225.10 feet; thence South 1,978.23 feet; South 00°01'00" East, 1,330.21 feet to the North boundary line of "The Bluffs at Oquirrh Subdivision No. 1"; thence West 30.00 feet to Grantor's West property line; thence North 00°01'00" West, 1,330.21 feet to the point of beginning.

Also, beginning at a point located on Grantor's West property line; North 6.52 feet and West 1,867.93 feet from the Southeast corner of Section 2, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence North 00°01'00" West, 766.47 feet to the South property line of Dannon Way (a 60 foot street); thence South 89°57'00" East, 30.00 feet; thence South 00°01'00" East, 766.47 feet; thence South 00°06'00" West, 1,311.66 feet to the North property line of Wells Park Road (a 60 foot street); thence North 89°54'00" West, 30.00 feet; thence North 00°06'00" East, 1,311.63 feet to the point of beginning.

Also, beginning at a point located on Grantor's West property line; South 1,365.11 feet and West 1,870.32 feet from the Northeast corner of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°06'00" West, 1,312.05 feet; thence South 00°01'00" West, 1,702.30 feet to the North property line of Old Bingham Highway; thence North 57°14'53" East, 35.68 feet along said property line; thence North 00°01'00" East, 1,682.98 feet; thence North 00°06'00" East, 1,312.05 feet to the South



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property line of Wells Park Road (a 60 foot street); thence North  $89^{\circ}54'00''$  West, 30.00 feet to the point of beginning.

Also, beginning at a point located on the South property line of 7000 South Street; South 42.78 feet and West 1,767.97 feet from the Northeast corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence South  $00^{\circ}04'24''$  West, 2,595.35 feet to Grantor's South property line; thence South  $89^{\circ}55'36''$  East, 30.00 feet; thence North  $00^{\circ}04'24''$  East, 2,595.35 feet to the South property line of 7000 South Street; thence North  $89^{\circ}55'36''$  West, 30.00 feet to the point of beginning.

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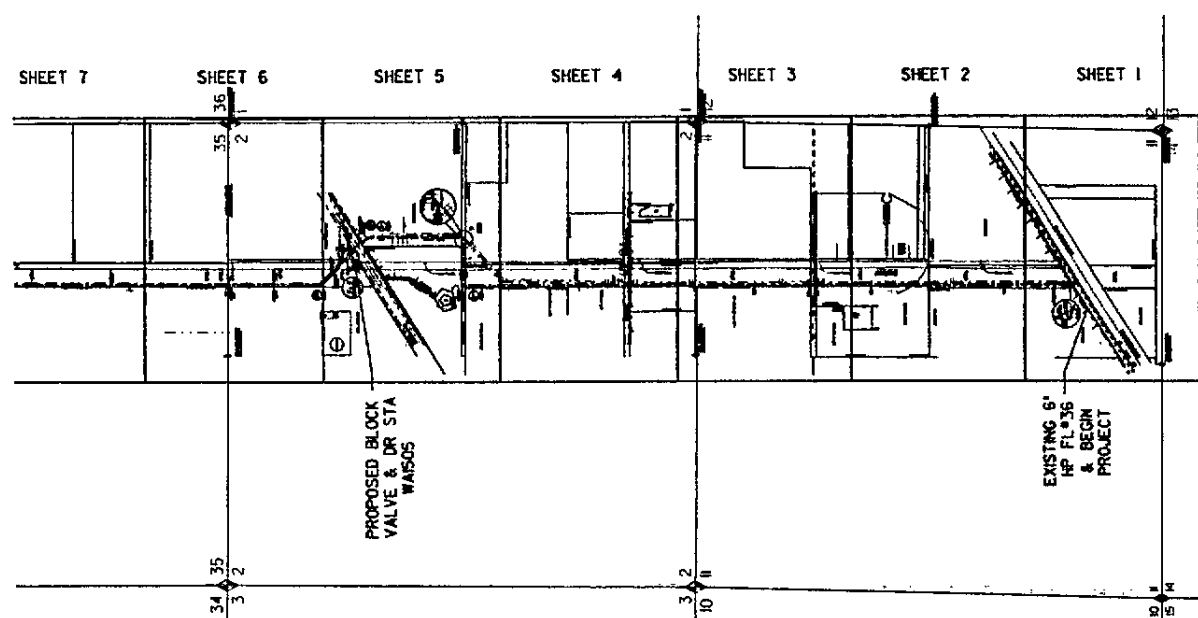




# EXPANSION SOUTH 0 WEST 047

ITEM	REQ.	SIZE	DESCRIPTION	NOTES	QTY
1	1	12"x10"	Y-52 .3125" X .365" CONCENTRIC WELD REDUCER	(ORDERED)	2
2	3	12"x12"x6"	Y-52 .375" X .280" REDUCING OUTLET WELD TEE	(ORDERED)	2
3	9	12"	Y-52 .375" X 90° WELD ELL	(ORDERED)	2
4	10	12"	Y-52 .375" X 45° WELD ELL	(ORDERED)	2
5	1	12"	Y-52 .375" WELD CAP	(ORDERED)	2
6	1	12"	300 ANSI CAMERON DIRECT BURY F.O. BALL VALVE W/ 8' EXTENSION	(ORDERED)	1
7	1	6"	STD OR-B .280" WELD TEE		2
8	1	6"	STD OR-B .280" 90° WELD ELL		2
9	1	6"	STD OR-B .280" 45° WELD ELL		2
10	1	6"	300 ANSI CAMERON DIRECT BURY F.O. BALL VALVE W/ 8' EXTENSION	(ORDERED)	1
11	1	6"	300 ANSI SPHERICAL 3-WAY TEE		2

OUTSIDE DIA. (D)	SPEC. JOINT FACTOR (E)	GRADE YIELD STRENGTH (G)	WALL THICKNESS (H)	MANP #	MANP #
12.750"	API 5L	S=48000	0.375"	1353 PSIG	
12.750"	API 5L	S=42000	0.250"	1020 PSIG	
6.625"	API 5L	S=42000	0.219"	1389 PSIG	



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NOTE:  
ALL UTILITIES TO BE LOCATED AT TIME OF CONSTRUCTION.

NOTE:  
MAIN TO BE INSTALLED WITH 60" MINIMUM COVER UNLESS OTHERWISE SPECIFIED.

NOTE:  
ANY BARE PIPE THAT WILL BE BURIED SHALL BE FIELD WRAPPED, BRUSH APPLY TAPECOAT OMNIPRIME PRIMER, OF NECESSARY, THEN APPLY H35 UV STABLE WRAP. THE WRAP SHOULD EXTEND A MINIMUM OF 12' ABOVE GROUND LEVEL.

DRAWING INFORMATION				DESIGN INFORMATION		APPROVALS		
DESCRIPTION	W.O.	DESCRIPTION	DATE	CALCULATED @ 14.75 PSIA BASE PRESSURE	DRAFTING CHECK	CORROSION ENGINEER APPROVALS		
	02047	INSTALL 12" HP MAIN	07/90	LINE TYPE FEEDER LINE	PROJECT ENGINEER APPROVALS	COMPLIANCE (SICR PART 10)		
				LINE NUMBER #06	ENGINEERING APPROVALS	ISSUES FOR CONSTRUCTION		
				MAP # 1851-2110-2064	OPERATIONS APPROVALS	SECTIONS 13, 26, 36, 2, 1		
				DESIGN PRESSURE 720 PSIG	METER/REG APPROVALS	TOWNSHIP 28.5 SOUTH RANGE 2 WEST		
				DESIGN LOAD N/A		SALT LAKE COUNTY, UTAH		
				MAX CAP OF STA N/A				
				SERVICE TYPE N/A				

**FL#10 - 12" H.P.  
EXPANSION 6200-10200  
SOUTH ALONG 5800 WEST  
WEST JORDAN, UTAH**

SCALE: P = 1000'      DWG. NO. 170-41      REV. NO.

SHEET NO. 0008

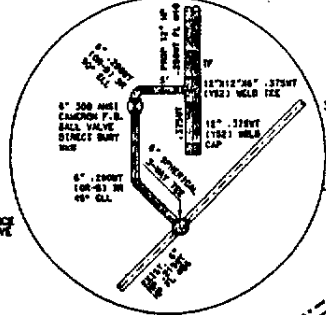
FILE: /MESH/AT/10-0008

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CO. RECORDER

UTAH POWER  
& LIGHT

UP&L

20' WIDE TEMPORARY  
CONSTRUCTION EASEMENT



TAP DETAIL  
NO SCALE

NOTE:  
INSTALL 5/8\"/>

30' BUESTAR GAS  
RIGHT OF WAY

UP&L

OLD BINGHAM HWY

DENVER & RIO

STA



NOTE:  
RESPECT TO  
AS REQUIRED

TO COPPERTON

BINGHAM HWY

DENVER & RIO GRANDE RAILROAD

SOUTH 1/4 CORNER OF SECTION 11,  
TOWNSHIP 3 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN

BK 8319PG4723



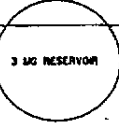










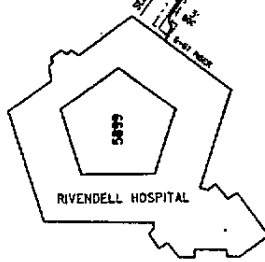


CITY OF WEST JORDAN

PROP 2-17" MAG ANODES  
UTAH POWER & LIGHT

NEW BINGHAM HWY

RIVENDALE OF AMERICA INC



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CO. RECORDER

UP&L

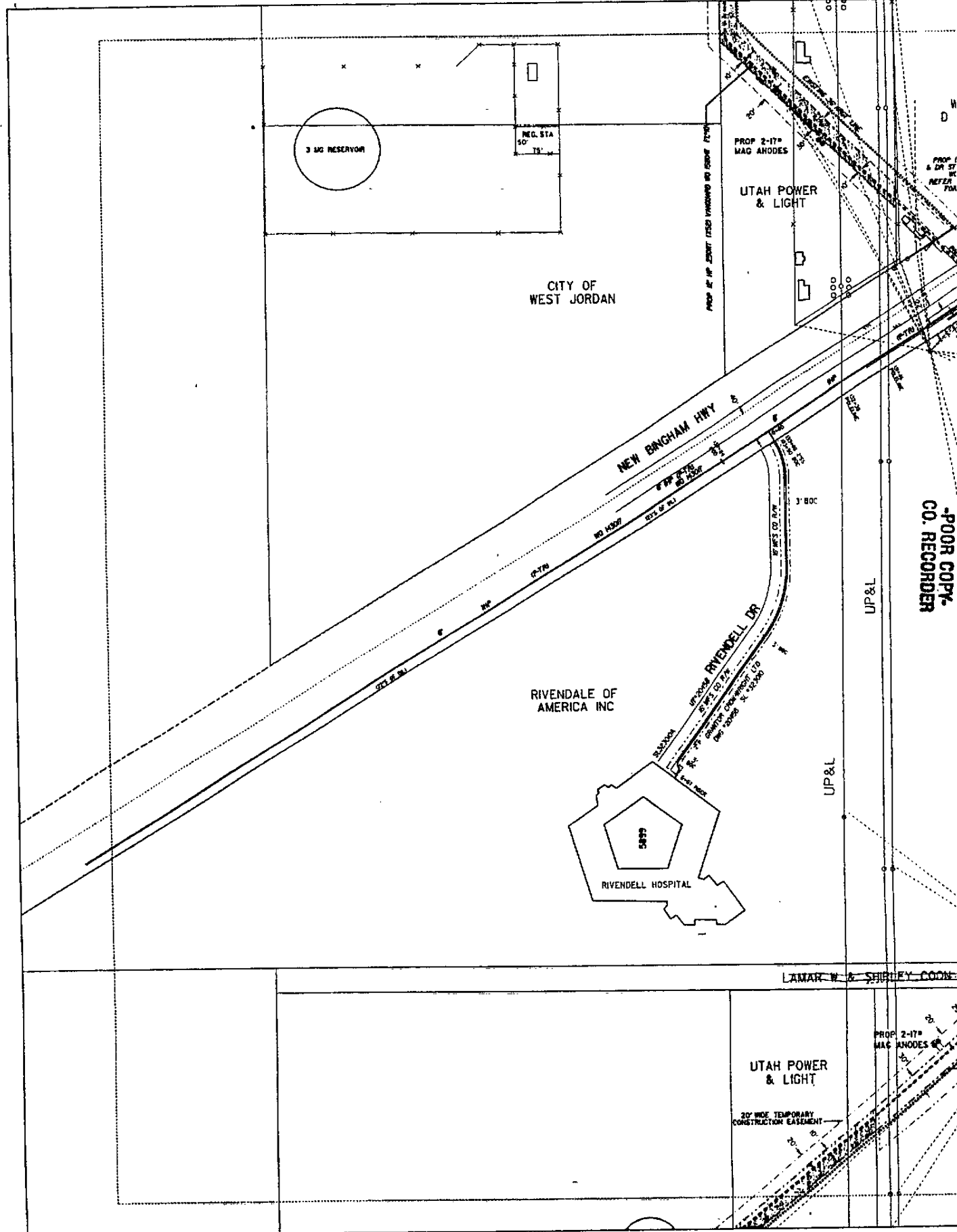
UP&L

LAMAR W & SHIRLEY COON

UTAH POWER & LIGHT

20' WIDE TEMPORARY CONSTRUCTION EASEMENT

PROP 2-17" MAG ANODES











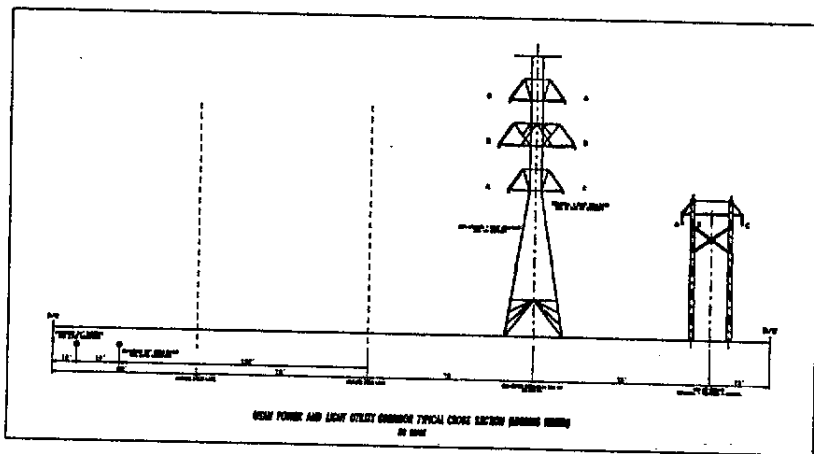




OWER  
SHT

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CO. RECORDER

ER & GLENIS WOOD FAMILY  
LTD PARTNERSHIP



3K8319PG4736



SCALE: 1" = 100'

ER & GLENIS WOOD FAMILY  
LTD PARTNERSHIP

<b>QUESTAR</b>		
FL-510		
15" H.P. EXPANSION		
5800 WEST - 6300 SOUTH TO		
THE OLD BINGHAM HIGHWAY		
SCALE: 1" = 100'	DRWG. NO. 17041	REV. No.
SHEET 3 OF 4		
FILE: C:\M\SP\AT\10100.DWG		



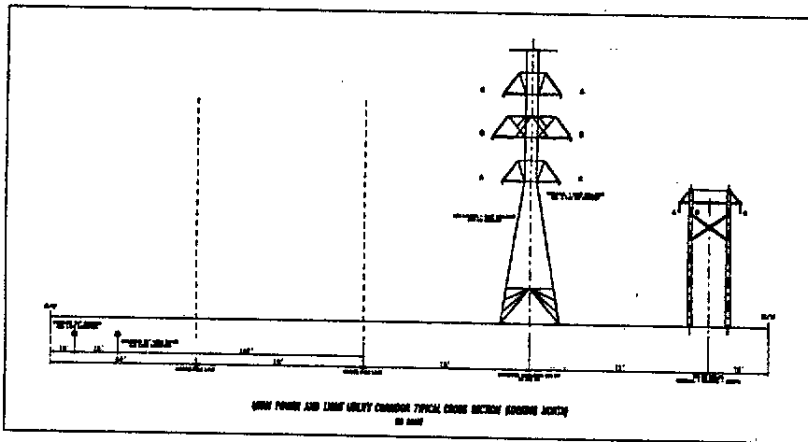


KFP CORP

KFP CORP

KFP CORP

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CO. RECORDER



DRP

38319P64738

SOUTHEAST CORNER OF SECTION 26,  
TOWNSHIP 2 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN



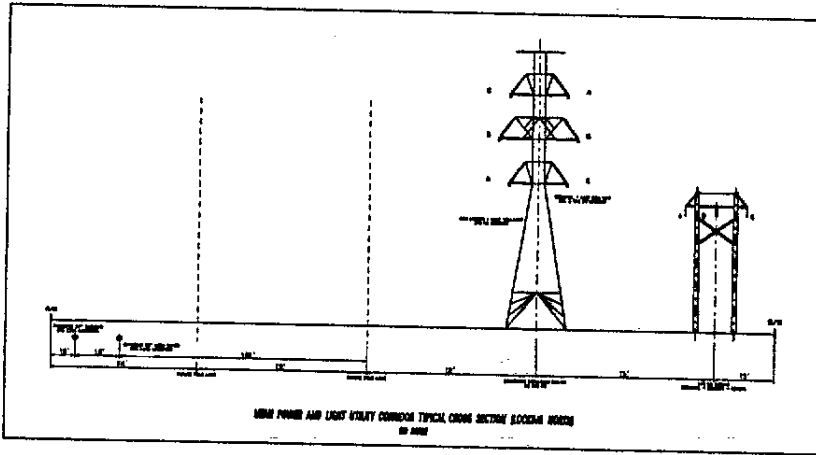
SCALE: 1" = 100'

**QUESTAR**  
FL#10  
12" H.P. EXPANSION  
5800 WEST - 6200 SOUTH TO  
THE OLD BINGHAM HIGHWAY

SCALE: 1" = 100'	DRWG. NO. 17041	REV. NO.
SHEET 3 OF 4		
FILE: C:\MSW\AT\17041.DWG		



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CO. RECORDER



EAST 1/4 CORNER OF SECTION 26,  
TOWNSHIP 2 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN

KFP CORP

NORTH

SCALE: 1" = 100'

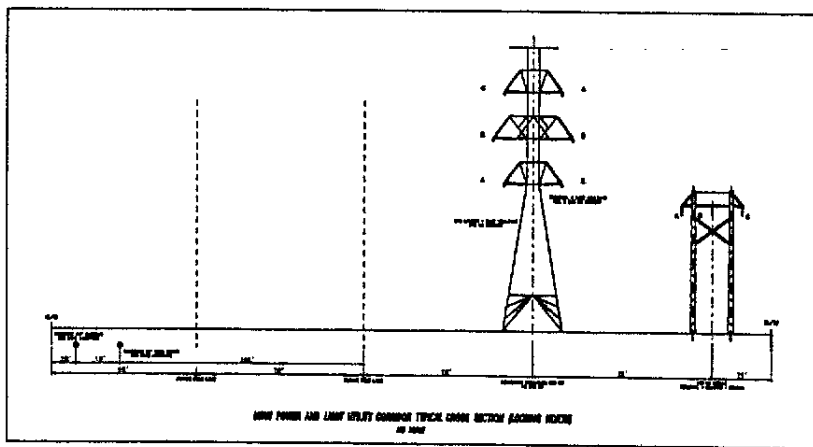
<b>QUESTAR</b>		
FL#10		
12" H.P. EXPANSION		
5800 WEST - 6200 SOUTH TO		
THE OLD BINGHAM HIGHWAY		
SCALE: 1" = 100'	DRWG. NO. 17041	REV. NO.
SHEET 13 OF 14		
FILE C:\P\SH\1717041.DWG		

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SOUTHEAST CORNER OF SECTION 23,  
TOWNSHIP 2 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN



SCALE: 1" = 100'

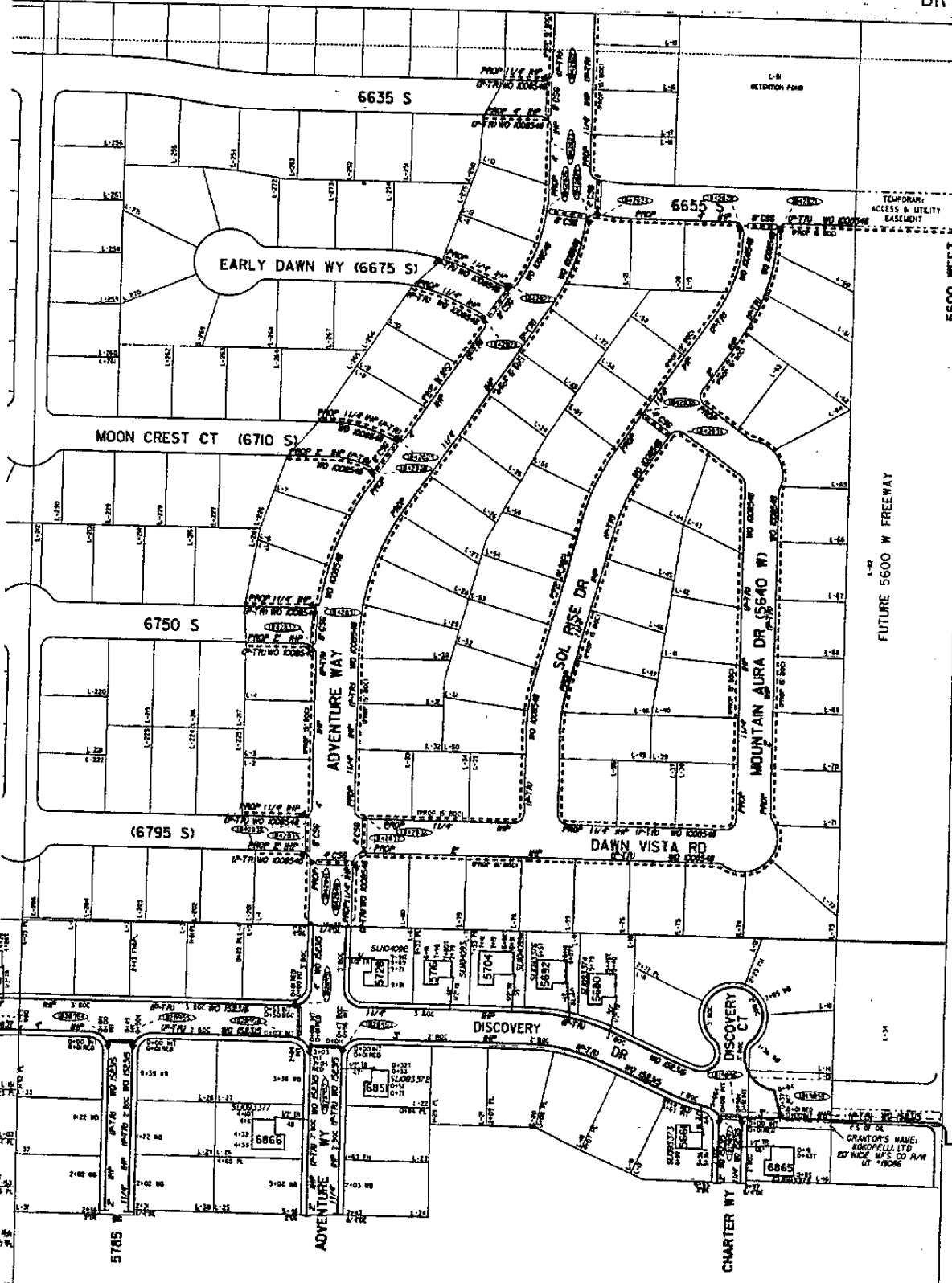
<b>QUESTAR</b>		
FL#10		
12" H.P. EXPANSION		
5800 WEST - 8200 SOUTH TO		
THE OLD BINGHAM HIGHWAY		
SCALE: 1" = 100'	DRWG. NO. 17041	REV. NO.
SHEET 1 OF 12		
FILE: C:\MSHP\17041\17041.DGN		

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BK 0319PG 744

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5600 WEST

FUTURE 5600 W FREEWAY



SCALE: 1" = 100'

**QUESTAR**  
FL#10  
12" H.P. EXPANSION  
5800 WEST - 5200 SOUTH TO  
THE OLD BINGHAM HIGHWAY

SCALE: 1" = 100'	DRWG. NO. 17041	REV. NO.
SHEET # OF #		
FILE: C:\MESH\AT\17041.DWG		



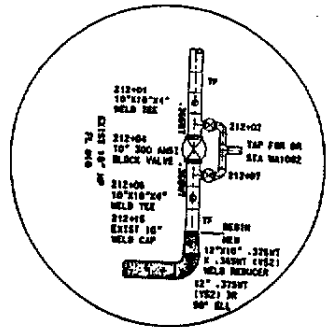
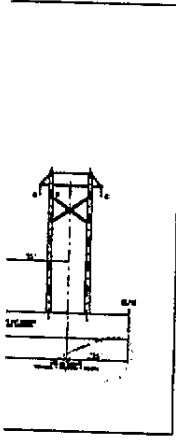




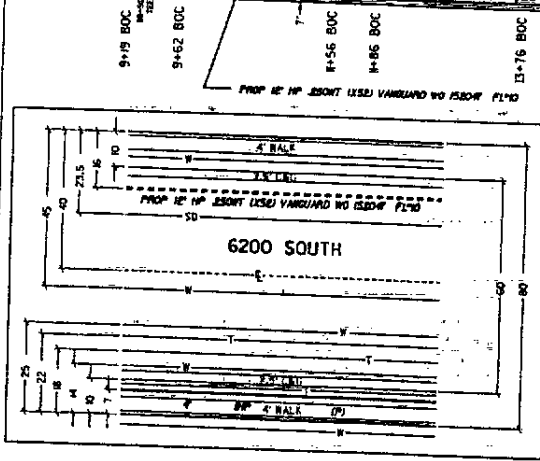
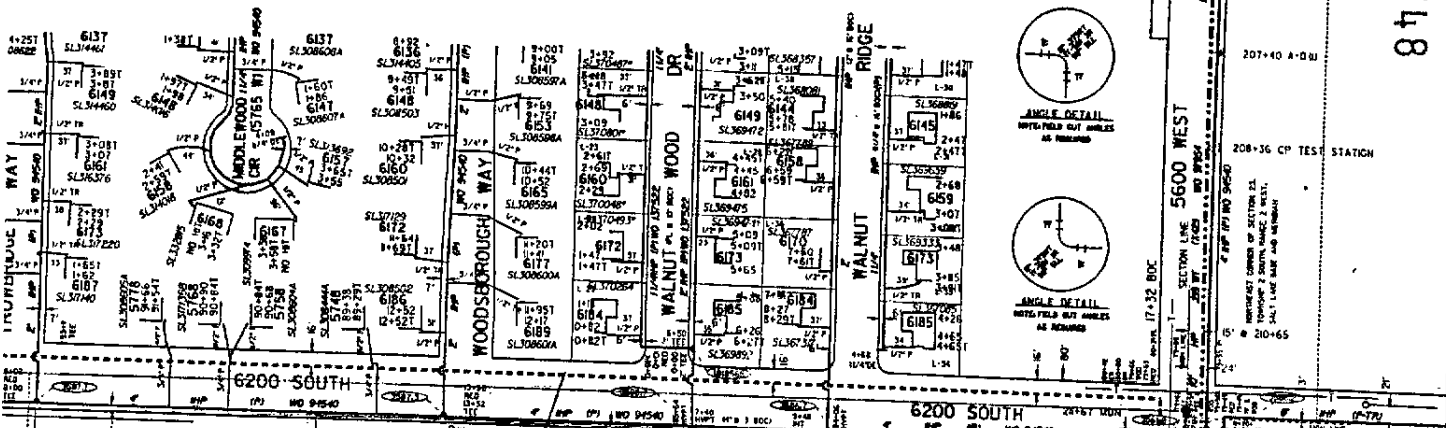


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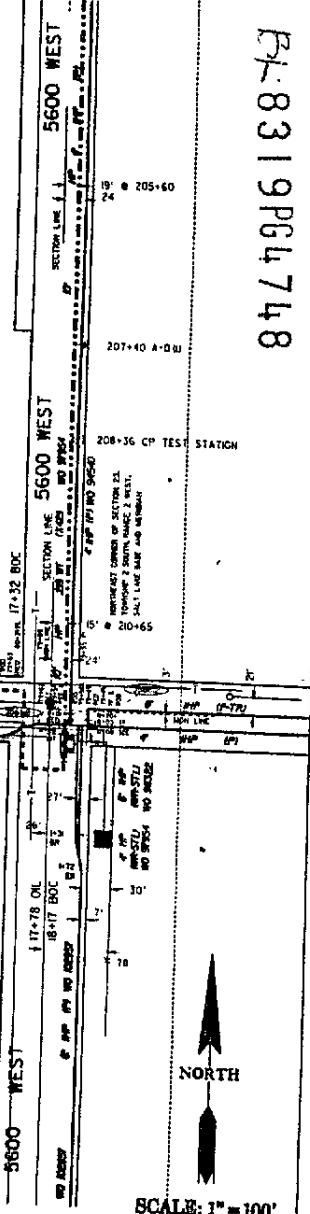


TIE IN DETAIL  
NO SCALE



DETAIL: STREET PLAN  
6200 SOUTH  
(TYP)  
(NO SCALE)

- BLOCK VALVE PIT
- 21+91 N PIT
- 21+98 WOOD
- 212+01 4" BLOWOFF VALVE FV187
- 212+02 4" TAP VALVE FV188
- 212+04 4" BLOCK VALVE FV189
- 212+07 4" TAP VALVE FV182
- 212+08 4" BLOWOFF VALVE FV181
- 212+8 S PIT
- 212+14 10" DE
- BY-PASS PIT
- 21+94 H PIT
- 21+97 3" BY-PASS VALVE FV183
- 212+00 4" MET VALVE FV182
- 212+02 S PIT
- 212+21 CL DR STA
- ABOVE GROUND
- DR STA 144082
- REFER TO DWG 14500
- NO 9838 EQUIPMENT
- NO 98320 TAP ASSEMBLY & PIT
- NO 142634 BUILDING
- NO 149360 EQUIPMENT



SCALE: 1" = 100'



**QUESTAR**  
CORP.

PL #10  
12" H.P. EXPANSION  
5800 WEST - 6200 SOUTH TO  
THE OLD BINGHAM HIGHWAY

SCALE: P = 100'	DWG. NO. 17041	REV. NO.
SHEET # OF #		
FILE: C:\DWG\1717104.DWG		

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EXHIBIT  
C  
REVIEWED  
AND APPROVED  
7/15/99  
John Jensen  
Bruce W. Jensen

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